



## TEACHERS AND SALARIED WORKERS CO-OPERATIVE CREDIT UNION LIMITED

When you read these Terms and Conditions, please bear in mind the following:

“You”, “Your”, “Account holder”, “Member” means the person in whose name the Account is maintained, including in the case of individuals the successors, executors or other duly appointed personal representatives of such Persons (s), and each person who has signed a Signature Card; and “Signature Card” means the Account signature card you signed.

“Person” includes any individual, corporation, firm, partnership, limited liability partnership, society, credit union, association, trade union, institution and other business concern, statutory body and agency and local government authority.

“We”, “Our”, “Us” and “the Credit Union” refers to Teachers & Salaried Workers Co-operative Credit Union Ltd and its successors and assigns.

“Account” means any savings/shares opened in your name under the Teachers & Salaried Workers Co-operative Credit Union Ltd brand name, and any other accounts which the Credit Union may introduce from time to time which are opened in your name, as well as such account you asked the Credit Union to open for you or, if you signed that form requesting that the Credit Union add you as a joint holder of an existing account or accounts, each such account

The singular gender includes the plural vice versa. A gender includes all genders.

If any provisions in these Terms and Conditions is or becomes invalid, illegal or unenforceable under any law, the validity, legality or enforceability of the remaining provisions will not be affected or impaired.

These Terms and Conditions are binding on and enforceable against your heirs, personal representatives, executors and successors in title.

The use of Electronic Services is subject to the Credit Union’s Terms and Conditions Governing Electronic Services.

### PERSONAL, BUSINESS & SHAREHOLDERS ACCOUNT AGREEMENT (THESE TERMS AND CONDITIONS WILL GOVERN YOUR ACCOUNTS)

**In exchange for Teachers And Salaried Workers Co-operative Credit Union Limited (herein known as “the Credit Union”) opening and operating one or more accounts for me, I agree to be bound by the following terms:**

I have received the Disclosure Documentation and agree to be bound by its terms as well.

This Personal Account Agreement also replaces any account agreement for any account I may already have with the Credit Union. In this Personal Account Agreement, “Account” means each account I already have as well as each account I asked the Credit Union to open for me when I signed the Credit Union standard account opening forms or, if I signed that form requesting that the Credit Union add me as a joint account holder of an existing account or accounts, each such account; “Disclosure Documentation” means the account fees and interest disclosure documentation I received when I opened the Account or was added as a joint account holder, as applicable; “I” “me” and “my” refer to each person who has signed a Signature Card and this agreement; and “Signature Card” means the account signature card I signed.

**1. OPENING OF ACCOUNT:** We will determine the account number to be allocated to each account opened and may change it upon notification by you.

Social, charitable and religious organizations and such other organizations may open Accounts only with our approval.

You must make an initial deposit of such amounts as we prescribe to open an Account.

We may decline to deal with a member /Account holder who appears to us to be mentally unable to manage himself or his Account or who is unable to respond to our regulatory due diligence requirements to our satisfaction.

**2. DEPOSITS:** Any deposit that you make shall be in the manner or in the currency permitted by us.

We may accept foreign currency cheques for clearing in the manner prevailing for the acceptance of such cheques as we may determine from time to time. Your account will be credited with the proceeds of cheques only after the Credit Union has deducted fees, taxes and charges related to the clearing of the cheques and after converting the amount from the currency of the cheque to the currency of the account. All adjustments based on exchange rates, bank commission, stamp duty and other charges upon clearance of the cheques and all risks connected with the clearing including but not limited to exchange rate movement shall be for your account.

Foreign currency cheques and other financial instruments received for collection will only be credited to your Account after we receive payment of the proceeds.

**3. CLOSURE OF ACCOUNT:** You may close Your Account at any time by giving us written notice signed by authorized signatory (ies) and paying us all outstanding due and payable.

Where the account is in the names of 2 or more Account Holders and is a joint-Alternate Account, we may act on written instructions from any of the Account holders (without further authorization or notification to the other Account holders) to close the Account.

*As a member/owner - shareholder* you have certain statutory obligations that must be fulfilled in the event you desire to cease your relations with us. These include the following:

- a) The withdrawal of equity shares shall be by written notice addressed to the secretary of the board and subject to the limitations set out in the bye-laws.
- b) Such shares are free of any liens or encumbrances;
- c) Finding a buyer for the shares held; Such buyer must be an existing member of TSWCCUL;
- d) Failing which, TSWCCUL will have the option of repurchasing the shares, such decision to repurchase the shares may include a minimum period of one month and up to a period of one year;
- e) We may close the Account (s) without giving any reason by 7 Business days' notice or, where we deem

fit, immediately upon issuing a notice to you (whether or not the notice is received by you). We may discharge our liability in respect of the moneys in the closed Account by mailing a cashier's cheque for that amount in the currency of deposit to you or through any other means as we may deem fit. No interest will be paid on unclaimed balances of a closed account.

f) If the balance in the Account falls below the prevailing prescribed minimum; or If there are no transactions on the Account for such period of time as we may stipulate; we may close the Account without notice to you. "Transactions" exclude interest crediting, enquiries and debiting any charges, fees and interest. Further if your account is closed by us, and if you still owe us any sum of money, these Terms and Conditions and the Terms and Conditions Governing Internet Banking shall continue to apply to you until we receive and acknowledge receipt of all moneys due and payable to us. Once the Account is closed, all electronic services linked to that Account will also be terminated automatically.

## 1. COMMUNICATION

We may send any notices, statements, advices or any other communication to you by mail or leaving them at your account mailing address. Such notices statements, advices or other communications will be considered to be sent and received by you on the day following such mailing or on the day when it was so left even if the same is returned undelivered. All notices and communications can also be done through the press, radio, television or any other media as selected by us. You are considered to have notice on the date of the publication, broadcast or communication. If any communication is returned undelivered, we will not send you any further communication until you update your account mailing address.

You shall not hold us liable in the event that any communication is delayed, intercepted, lost and/or failed to reach you during delivery, transmission or dispatch or if the content of such communication is disclosed to any third party during transit. You will bear all risk of such communications.

You will notify us promptly in writing of any variation in your signature, the authorized signatory (ies), the authorised manner of signing, the signature

requirement (s) in respect of the operation of any Account, any change in your address or other relevant particulars. Such particulars include (but are not limited to) any change of partners, directors and/or provisions in your memorandum and articles of association, where applicable.

We are entitled to a reasonable period of not less than 7 Business Days after receiving your notice to process and update the change.

Pending completion of our processing of any change notified by you, you authorize us to continue to process your instruction (s) in accordance with the mandate given to us prior to the notice of change or to continue to send Statements of Account, notices and other communication to you at your account mailing address.

## 2. INSTRUCTIONS BY MAIL AND OTHER MEANS

In addition to any rights we have under these Terms and Conditions, we may act on any instructions for withdrawals, closure or any other matter whatsoever relating to the operation of the Account given or purportedly given by you or your authorized signatory by mail or any other medium of communication, including via facsimile transmissions or telephone.

We shall be entitled to refuse or to accept or to act on any instruction for any transaction or any matter relating to the Account if:

- a) We are unable to verify your identity to our satisfaction;
- b) We have any doubt on the authenticity, clarity or completeness of the instruction;
- c) The form or content of such instruction is not in accordance with our requirements, policies or practices as we may prescribe from time to time; or
- d) The instruction is not in accordance with the mandate (s) for the time being in effect in respect of the operation of such Account; and we shall not be liable to you as a result of such refusal.
- e) Notwithstanding the above clause we may act upon any instruction which we believe in

good faith to be given by you, without inquiry as to the identity of the authority of the person giving or purporting to be given such instruction or the authority thereof and notwithstanding that such instructions may conflict with other instructions you have given us, or any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such instructions.

- f) Where we agree to act on instructions given by you or your authorized signatory via a medium of communication other than mail, you will indemnify us from and against such loss which we may incur as a result of acting on such instructions or the instructions of your authorized signatories in accordance with these Terms and Conditions. You also agree we will not be liable to you for any loss that you may incur as a result of our acting on such instructions.
- g) We may as we deem fit record all instructions received from you or your authorized signatories and all other telephone conversations conducted with you and your authorized signatories, and you agree to be bound by such recording.

## 6. I AGREE TO EXAMINE MY ACCOUNT STATEMENTS.

The Credit Union will mail or otherwise send me statements at my latest address, according to the Branch of Account's records and upon my request. Unless otherwise agreed my statements will be published electronically and are accessible through your website using Internet Teller. When I receive my statements, I agree to examine all entries and balances in it. If I believe there are errors, omissions or irregularities, I agree to notify the Credit Union, in writing, within 45 days after the date on which the statement was sent to me. I will notify you in writing within 7 business days of the expected date of receipt, failing which you will be deemed to have received it.

Transactions performed after the Credit Union's cut-off time for statement printing will be reflected in the following month's Statement of Account.

In addition, we reserve the right, without prior notice to you, to add and/or alter the entries in the Statement of Account and transaction advices,

deposit advices and records ("Transaction Records") if there are any incorrect or missing entries or amounts stated in these documents. We will inform you thereafter.

If any Statement of Account or Transaction Record is returned undelivered, we will not send you any Statement of Account or Transaction Record in future until you update your account mailing address with us.

**7. FAILURE TO NOTIFY THE CREDIT UNION:** If I do not notify the Credit Union of an error, omission or irregularity in writing and within the time period required by paragraph (2) above, then it will be finally and conclusively settled between the Credit Union and me that:

- a) All entries and balances are correct;
- b) All amounts charged to my Account are properly chargeable to me;
- c) I am not entitled to be credited with any account that is not shown in the statement; and
- d) I release the Credit Union from all claims in connection with my Account, including any claims for negligence. This release does not apply to gross negligence or willful misconduct by the Credit Union, in which case the Credit Union's liability will be limited to the lesser of: (a) the amount of the credit or charge to the Account or (b) the direct damages I suffer (the Credit Union will not be liable for any indirect, special or consequential damages).

I will be bound by paragraphs (2) and (3) of this Agreement even if my statement is delayed or lost in the mail. This paragraph (3) does not apply to amounts, which may have been improperly credited to my Account.

**8. Report of Loss/Theft:** I must notify the Credit Union immediately of any circumstances which might reasonably infer that a fraud may occur in connection with the Account. Subject to any other agreement I may have with the Credit Union, the Credit Union will not be liable for any improper withdrawal from the Account if I have not given the Credit Union immediate notice as required by this paragraph (4), or if my estate has not given the Branch of Account immediate notice of my death.

**9. LIABILITY FOR FORGERIES, ETC.:** the Credit Union will only be liable for a loss due to a forged or unauthorized signature on, or any alteration of, a cheque or other payment instrument if I do both of the following:

- a) I notify the Credit Union of the alleged forgery or alteration in writing and within the time period required by paragraph (2) above, and
- b) I prove that I took all reasonable steps to prevent the forged or unauthorized signature or the alteration and the resulting loss, and that despite that fact, the loss was unavoidable.

**10. MONEY OWING TO THE CREDIT UNION/RIGHTS OF APPROPRIATION, DEBIT, SET-OFF AND/OR CONSOLIDATION OF ACCOUNTS:** I authorize the Credit Union to charge to the Account its standard account service fees. I also authorize the Credit Union to charge to the Account any other indebtedness I may owe the Credit Union. We, the Credit Union shall be entitled at any time and without notice to you, to perform any or all of the following:

- a) Appropriate, set-off or debit all or part of the balances in any of your Accounts to pay and discharge all or part of your liabilities to us; and where required, earmark any amounts credited or expected to be credited into your Accounts;
- b) Combine or consolidate all or any of your Accounts (whether matured or not) regardless of where your Accounts are located, and whether your Accounts are held in sole name or jointly with others;
- c) Retain as security and/or sell by public or private sale any of your funds, chattels, securities and other valuables deposited with us for safe custody to pay and discharge all or part of such sum demanded at any time after demand for payment thereof having been issued (whether or not received by you) and without further notice;
- d) Refuse any withdrawals from your Account where the Account is earmarked for sums owing to us until such sums are paid in full;
- e) Debit from your Account any sum wrongly credited into the Account.

**In the event:**

- a) We accept or incur liability, whether on your Account or in respect of any activities or transactions in connection with or in your Account (regardless of whether or not you have knowledge of such activities or transactions), whether or not at your request, whether the liability is incurred in The Bahamas or elsewhere, present or future, actual or contingent, liquidated or unliquidated, primary or collateral, several or joint either alone or jointly with any other person;
- b) You fail to make payment of any amount due to us;
- c) You fail to return to us any amount which has been wrongly credited to your Account through any means or correctly credited but subsequently defaulted by the remitting or paying party;
- d) You fail to return to us any amount which has been wrongly credited to your Account through any means or correctly credited but subsequently defaulted by the remitting party;
- e) Of your death, incapacity, winding-up, bankruptcy, judicial management or receivership; or
- f) You or any of your joint-Account holders breach any provision of these Terms and Conditions;
- g) You will bear all costs, charges, expenses or any losses directly or indirectly related to any of the actions taken by us in this section and will immediately upon demand from us pay us such amount.

## 11. INDEMNITY

You will fully indemnify us as collecting institution for any loss we may incur by guaranteeing any endorsement or discharge on a cheque, bill, note, dividend warrant or other instrument presented for collection and such guarantee as given by us shall be deemed to have been in every case at your request.

You will on demand fully indemnify us against all claims, demands, actions and proceeding which may be made against us, and all damages, liabilities, losses and expenses (including legal fees on a full indemnity basis)

which we may incur or suffer, directly or indirectly, as a result of your negligence or breach of any of these Terms and Conditions.

## 12. CONFIDENTIALITY OF ACCOUNT

You consent to us, our officials, directors, employees, agents and any other persons who by reason of their scope of work, capacity or office have access to our records, registers or any correspondence or material with regard to you or any of your Accounts, disclosing any information relating to and any particulars of your Accounts and affairs:

- a) To any person or organization participating in the provision of the financial services utilized by you, including but not limited to electronic or other services, whether in the Bahamas or elsewhere, for purposes of properly providing such services including but not limited to investigating discrepancies, errors or claims;
- b) To any person or organization to whom we outsource certain functions or activities in accordance with these guidelines on outsourcing promulgated by the Central Bank or some other Regulatory Authority;
- c) To any government agency, authority or court in The Bahamas or elsewhere, and to any police officer, regulator, public officer or officer of the court, upon proper authorization by statute, regulation or court order;
- d) To our stationary printer, external printer, agent or storage or archival service provider (including but not limited to any provider or microfilm service or any electronic storage, archival or recording facility) for the purpose of making printing, mailing, storage, microfilming and/or filing Statements of Accounts, labels, mailers or any other documents or items on which your name and/or other particulars appear, or any other data or records or any documents whatsoever;
- e) With your prior written permission, to any other Credit Union, Banks, Financial Institutions and Credit Agencies for the purposes of verifying the information provided by the Account holder for and ascertaining the Account holder's financial situation;

- f) To any director of a company operating an account or partner of a partnership operating an account authorized in accordance with relevant resolutions or any Account holder of a joint account;
- g) To any person or organization for the purposes of collecting and recovering for and on our behalf any sums of money owing to us from you and;
- h) To any other person you have designated to us in writing.
- i) Our rights stated above are in addition to any other rights that we may have under any statutory provisions and law. Our authority to disclose such information shall survive the termination of these Terms and Conditions and closure of your Account.

**13. OVERDRAFTS:** (This paragraph (7) does not apply if I have made other arrangements with the Credit Union in regards to overdrafts.) The Credit Union may, if it wishes, allow an overdraft to arise in my Account for any reason (including as a result of withdrawals, the charging of service fees, Membership Dues or otherwise). If the Credit Union allows my Account to become overdrawn, then I must pay the amount by which my Account is overdrawn immediately, upon the Credit Union's demand. I authorize the Credit Union to charge to my Account its service fee (s) in respect of the overdraft, plus interest on the overdraft amount at the rate in effect from time to time.

**14. INACTIVE ACCOUNTS/DORMANT ACCOUNTS:** The Credit Union is entitled to close inactive accounts if there have been no deposits or withdrawals for six months, the account has a nil balance or where those accounts do not meet our minimum balance requirements. This includes accounts where the amount held to the credit of a member whose membership has been terminated and that amount is not claimed within a year.

After termination and that amount is:

- (a) Less than fifty dollars, the Credit Union may add that amount to its income from operations through the application of an administrative or maintenance fee;
- (b) Fifty dollars or more, the Credit Union shall place that amount in a Reserve Fund for Unclaimed Balances;

An account will be declared dormant where there has been no activity for five (5) years, the balance remaining at the time will be remitted to the Bahamas Co-operative League towards the statutory reserve funds of TSWCCUL. After a period of five (5) years, the funds will be forwarded to The Central Bank of The Bahamas.

**15. CHANGES/AMENDMENT OF TERMS AND CONDITIONS TO THIS AGREEMENT, THE INTEREST RATE OR FEES:** The Credit Union is entitled to change the Agreement, the interest rate and/or fees which apply to the Service (including minimum charge) for any reason at any time. Change to this agreement or in the interest rate are effective when notice of the change is posted at the Credit Union branches or is mailed or sent to me or on any date set out in the notice.

For changes to fees, the notice of the changes must be posted at the Credit Union branches or mailed or sent to me at least thirty (30) days before the change is effective. Any change in accordance with this paragraph 9 will apply to indebtedness existing on the date the change is effective and to indebtedness arising after the date. If you do not accept any addition and/or variation to the Terms and Conditions, you shall immediately discontinue operating and close the Account. If you continue to operate the Account after such notification, you are deemed to have agreed to the condition and/or variation without reservation.

Any change in accordance with this section will apply to indebtedness existing on the date the change is effective and to indebtedness arising after that date.

These Terms and Conditions, together with any terms, condition, rules or regulations contained in our forms, documents, terms, or agreements relating to any products or services utilized by you or accessed through or linked to your Account comprise the entire agreement between us and you. You are deemed to have read and/or understood such terms, conditions, rules regulations or agreements and will be bound by them accordingly.

**16. DOCUMENTS**

You accept our scanned records of any and all forms, documents, instructions or communications as final and conclusive and the same will be binding on you for all purposes. You agree that all such records are relevant and admissible in evidence, You will not dispute the accuracy or authenticity of the contents of such records merely on the basis that such records were produced by or are the output of a computer system, and you waive any right to so object.

#### **1. PROCESSING OF CHEQUES AND SIMILAR ITEMS:**

- a) Cheques presented for negotiation: the Credit Union may at its sole discretion place a hold on any item presented for deposit for a period of time sufficient to facilitate clearance of the item. During this period funds will not be accessible from the account to which it is deposited. The duration of the hold may be ascertained at the time of making the deposit. We will debit the Account if such cheques are dishonored.
- b) There is no exception as it relates to the manner in which all cheques are placed with us whether over the counter or through any other means.
- c) You hereby authorize the Credit Union to debit your Account with any amount that was credited in respect of cheques or other instruments that are subsequently dishonored or returned unpaid.
- d) Cheques drawn on local banks are only cleared on a designated business day.
- e) Unpaid cheques: All cheques deposited to the Account are credited subject to final payment, which means that if a cheque is returned unpaid for any reason, the Credit Union will charge the amount of the cheque to the Account. In that case, the Credit Union will use reasonable diligence on your behalf to attempt to obtain payment for the cheque from the drawer of the cheque or the drawer's bank, but the Credit Union will not be liable for doing so late or improperly, or not doing so at all.

- f) Cheques or financial instruments deposited by you dishonored or which cannot be processed by us for any reason may be returned by ordinary mail to your account mailing address at your own risk and expense.
- g) We may refuse to accept any cheque or financial instruments for deposit. This includes any cheque on which the payee's name is not identical with that of you the member and is not properly endorsed and any cheque made payable to a corporation, firm, partnership, limited liability partnership, society association, trade union, institution or other business concern for credit to a personal account.

#### **18. WITHDRAWALS:**

- a) You shall maintain sufficient funds in your Account to meet all payments and withdrawals.
- b) Any withdrawal that you make shall be in the manner and on such terms and conditions as we may set from time to time.
- c) You may make withdrawals at any of our branches.
- d) Even if there are sufficient funds in your Account, we are not obliged to act on any instructions relating to you payment or withdrawal request if:
- e) The signature is different from the specimen signature furnished to us or not signed in the authorized manner in accordance with the signature requirements prevailing at the time of presentation.
- f) We will not honor a financial instrument that is presented for negotiations after more than 6 months or the period specified has elapsed from the date of the financial instrument,
- g) We have received or are obliged to comply with any regulatory, judicial or statutory requirement or request not to proceed with the payment or withdrawal request or to



effect a payment to any government body or agency or we are served with a court order or other form of legal process requiring us to freeze the Account or to disallow withdrawals; or

- h) Funds in the account have been earmarked for any reason; or
- i) We have reasonable grounds to suspect fraudulent activity.
- j) We may require your parent or legal guardian to give consent to your withdrawal if you are below the age of 18 years and you withdraw from your account in an amount we deem substantial.

**19. STOP PAYMENTS:** If I give the Credit Union instructions to stop payment of any instrument, I acknowledge that I will provide the Credit Union with complete details of the instrument, and pay the appropriate service charge. The Credit Union will use its best efforts to stop payment of such instrument. The Credit Union is only required to stop payment of the instrument if it matches exactly the details I have provided. If any of the relevant details are wrong and the Credit Union is unsuccessful, the Credit Union does not have to reimburse me for the amount of the cheque ( and refund me the service charge) unless it represents payment of a just debt. I will review my statements for accuracy. Request for reimbursements will not be valid unless I notify the Credit Union within the time period specified in section 2 of this agreement.

**20. STORING INFORMATION:** The Credit Union may record and store all information relating to my account in such form and by such means as the Credit Union sees fit. I acknowledge the Credit Union is not required to retain or return original items. The Credit Union may at its discretion and subject availability, provide me with copies of account statements, items or other documents at my request. If I request copies of items or other documents and the originals have been transferred to some other storage medium or have been destroyed, I will accept copies made from the storage medium. I acknowledge that the Credit Union is not required to produce copies of any items or other documents if neither the originals nor any copies exist at the time my request is processed. I will pay the Credit Union its applicable charges for any searches I request. The

Credit Union may, however, require me to pay part of such search fees in advance.

**21. DATA PROCESSING:** The Credit Union may use the services of affiliates or any electronic processing services bureau or organization in connection with keeping my account. Consent is given for the sharing of such information with such affiliates, electronic data processing services or organization for the purpose of processing information relating to my account, providing contingency backup of data or any other proper banking purpose. In such a case the Credit Union will not be liable to me by reason of any act, delay or omission of such service bureau or organization in the performance of the services required of it.

## **22. ANTI-MONEY LAUNDERING/TERRORIST FINANCING:**

**Proofs of Identity:** We are required by law to check the identity of new members. Checking identity is important to fight money laundering and other criminal activities. We may make electronic searches or access databases held by credit reference agency in order to validate names and addresses. When we ask for information this can be provided by way of current valid passport or a full Bahamian driving license or (subject to the Credit Union's approval-please consult us) such other documents that are issued by a known Public Office which contains minimum details such as Name, Date of Birth, Photo and signature.

**23. Proof of Address:** This can be provided by way of recent utility bills not more than 3 months old such as gas/electricity/water/telephone bills, bank and building society account statements, Credit Unions, wherever applicable or from credit referencing agency. In addition to the above documents, detailed information on the likely operations and earning/business details will be required to open an Account.

Anti-Money laundering/Terrorist Financing legislation requires that the Credit Union verify the source of funds/wealth before accepting deposits or processing transactions and must report suspicious transactions to the relevant authorities. Consent is hereby given to the Credit Union to disclose this information to money laundering prevention and control officer within the Credit Union, for the purposes of ensuring the Credit Union complies with



money laundering legislation. I will indemnify the Credit Union for its out of pocket expenses, including reasonable legal fees and court costs for any investigation or potential investigation under applicable anti-money laundering/terrorist financing legislation regarding my account, including but not limited to seeking direction from a court of competent jurisdiction on the Credit Union's rights and obligations in such matters.

#### **24. INTEREST/DIVIDEND:**

We will pay interest at our prevailing interest rate for interest bearing Accounts calculated on daily balances based on a 365/366-day year. Such interest will be credited to your Account once yearly. No interest will be paid if the daily balance falls below the prevailing prescribed minimum for the Account. Dividends will also be paid annually after declaration by the Board and approval at the AGM.

**25. OPERATION OF JOINT ACCOUNT-**Where the Account is in 2 or more joint names or has 2 or more authorized signatories:

- a) If, before or after acting on any written instructions, we receive contradicting instructions from other signatories, we may thereafter act only on the instructions of all signatories for the Account whether or not the Account requires only single or joint signatures.
- b) If any one Account holder dies, we are authorized to hold any credit balance in the Account to the order of the surviving Account holders. This does not affect any other right we may have in respect of such balance arising out of any lien, charge, pledge, set-off or any other claim or counter claim actual or contingent or otherwise. We will be released from all demands, claims, suits and actions by the heirs, executors and administrators of the deceased. In addition, we may, if any Account holder dies suspend or close the Account without notice; subject to paragraph #22.
- c) Where the account is in the names of 2 or more Account holders, these Terms and Conditions and all obligations under these Terms and Conditions will bind them jointly and severally; or in the case of a Joint –

Alternate Account, each joint Account Holder shall be able to operate the Account independently.

#### **26. OPERATION OF PARTNERSHIP ACCOUNT**

These Terms and Conditions and all liabilities incurred in respect of the Account will bind all partners joint and severally. This continues to apply even after any change in the composition or constitution of the partnership or retirement or admission of one or more partners or otherwise. Notice of such changes shall be promptly given to us.

All partners have the power:

- a) To authorize any person, whether or not a partner, to make, draw, sign, accept, endorse and/or otherwise negotiate cheques, telegraphic transfers, drafts, bills of exchange and or other negotiable instruments on behalf of the partnership and generally operate the Account; or
- b) To credit, debit and transfer funds to or from the Account and to create or increase an overdraft facility to any extent or apply for an extension of the overdraft facility whether such facility was granted on a temporary basis or otherwise. Such application may be made by signature or, where the Account is operated through Electronic Services or other manner and on such terms and conditions as we may specify.
- c) Any change in the composition or constitution of the partnership firm by death or retirement or admission of one or more new partners or otherwise will not affect the authority referred to in section a) and b). If we do not receive any contrary written notice from you, we may treat the remaining partner(s) as having full authority to carry on the business of the firm and to deal with the Account as if there had been no such alteration.

#### **27. SUSPENSION OF ACCOUNTS/SERVICES**

We reserve the right in our absolute discretion at any time to suspend operations of any or all your Accounts and/or services for such duration as we

deem fit, including but not limited to the situations where:

- a) We receive written instructions from any Account holder or any authorized signatory (ies) to suspend operations notwithstanding that the mandate for the Account requires 2 or more signatories;
- b) We receive contradicting instructions from the signatory (ies) to the Account or any Director or partner of the Account Holder, whether or not such Director or partner is a signatory to the Account;
- c) As a result of force majeure, any calamity or condition, industrial actions, power failure, computer breakdown or sabotage, or any other reasons, our member's records Accounts or services are not available or access to such records, Accounts or services is hindered;
- d) We are notified or become aware of any dispute between directors and/or the officers and/or the authorized signatories to the Accounts held by Persons other than individuals;
- e) We are notified or become aware of any petition, application or resolution or the appointment of a receiver or judicial manager to declare you bankrupt or insolvent or for winding up;
- f) We are served a garnishee order attaching balances in your Accounts.
- g) We will be entitled in our sole discretion to take such steps as we may deem necessary (including an application to the court in any jurisdiction) to obtain direction and to safeguard our interest and we shall not under any circumstances be liable for complying with the order of the court of competent jurisdiction.
- h) We will not be liable for any loss, damage, expense or inconvenience, including indirect losses suffered or incurred by you as a result of us suspending the operations of any or all of your Accounts and/or services or taking

such further steps as we deem necessary under the conditions as aforesaid.

## **28. SHAREHOLDER OBLIGATIONS/QUALIFYING AND EQUITY SHARES**

- 1) You may at any time withdraw from membership on such condition as may be prescribed by the bye-laws of the credit union.
- 2) Withdrawal of your membership must be by written notice addressed to the secretary of the board.
- 3) Such withdrawal does not affect any existing liability you may have as member of the credit union.
- 4) Your existing liability is determined by the paid up amount of qualifying and equity shares.
- 5) We may issue to you, equity shares in excess of the qualifying shares.
- 6) At our discretion we may sell shares to you but such shares shall have their par value set out in the bye-laws of the credit union.
- 7) We offer an unlimited number of equity shares, all such sales shall be at their par value.
- 8) A share is considered personal property and as a shareholder you are entitled to receive a share certificate showing the number of shares that you own.
- 9) Qualifying shares may not be used as collateral for any loan.

## **29. TRANSFER OF EQUITY SHARES GENERALLY.**

(1) A share may be transferred to any other member at the your option as transferor, but where the transferee (person who will receive the share) is not a member, the board, or the general meeting, according to the bye-laws relating to the admission of members must approve that transfer before the transfer can be registered.

(2) A transfer of shares shall be effected in such manner as the Central Bank determines.

(3) No transfer of a share shall be valid and effective unless and until such transfer has been registered by the secretary on the direction of the board.

(4) No transfer of a share shall be registered without the written permission of the board where that transfer is made while you are indebted to the credit union, and where that transfer of a share is registered by the transferee, any claim by the credit union against you is not affected by the transfer.

### **30. TRANSFER OF EQUITY SHARES OF A MEMBER WHO IS OF UNSOUND MIND.**

1) Where you or person claiming through a credit union is of unsound mind or is incapable of managing his affairs and no committee, receiver or guardian has been appointed, the credit union may, transfer the share or interest to any person nominated by you or that person and may pay to the person nominated a sum representing the value of the share or interest held.

(2), if no nominee has been appointed, the credit union may pay a sum representing the value of the member's share or interest to the Registrar of the Supreme Court.

(3) If the value of the share or interest does not exceed five hundred dollars, management by authority delegated to it by the board may, subject to any conditions it thinks fit, pay the whole or any portion of such sum to the person who appears to have responsibility for your care or the management of his affairs.

(4) A transfer and payment made by TSWCCUL shall be valid and effective against any demand made upon the credit union by any person.

(5) The value of any share or interest shall be represented by the sum actually paid for that share or interest by you, unless the bye-laws of the credit union otherwise provide.

### **31. LIEN ON EQUITY SHARES/RULES OF OFFSET.**

(1) We have an automatic lien on the equity shares or amount owed or outstanding to us by you or your

personal representative for a debt that is or has fallen due.

(2) At our discretion we may enforce a lien in the manner set out in our bye-laws.

(3) Management by authority granted to it by the board may, in default of payment by you or as a result of your being indebted to TSWCCUL, apply the sum paid up for the time being on any equity shares or deposits held by you in or toward the discharge of the debt so due and in any expense in or about the same, and in your defaulting you shall cease to have any further claim in respect of such shares and or deposits.

### **32. RESTRICTION ON TRANSFER OF EQUITY OR INTEREST IN CAPITAL.**

The transfer of a share or interest of a deceased member in the capital of a credit union shall be subject to such conditions.

(1) No share or interest or any part thereof in the capital of a credit union may be transferred unless the transfer is made to a member thereof or to a person whose application for membership has been accepted.

### **33. POWER OF NOMINATION.**

(1) As a member you may, by instrument in writing signed in the presence of two attesting witnesses; deliver at or send to the registered office of the credit union during the lifetime of your membership or made in any book kept at the registered office, nominate any person to or among whom there shall be transferred at your death such property in the credit union of which you are the owner at the time of your death, or as may have accrued thereon, whether in shares, or deposits, or so much thereof as is specified in such nomination if the nomination does not comprise the whole.

(2) You may revoke or vary a nomination once the conditions referred to in item (1) are met

### **34. TRANSFER OF SHARE OR INTEREST ON DEATH.**

(1) Where you have nominated a person as beneficiary, we shall within one year of your death transfer the share or interest to the limit specified, to

your nominee. If a minor, shares will be held in trust until the minor reaches the legal age of 18.

(2) Where no nominee is admitted to membership in the credit union or where you as the deceased member made no such nomination, the credit union shall within one year of your death pay to the nominee or legal personal representative of you as the case may be, such sum, not exceeding the said limit, representing the value or part thereof of your shares or interest in the credit union.

(3) Nothing in this section shall be construed as prohibiting a nominee who has been admitted to membership from electing to receive payment representing the value of the deceased member's shares or interest instead of accepting a transfer; and unless prevented by order of a court of competent jurisdiction, or through our intervention: of such shares and or deposits.

(a) shall pay such nominee or personal representative as the case may be, the sum due to you from the credit union; (b) may apply the sum paid up for the time being on any equity shares or deposits held by you at the time of your death in or toward the discharge of any debt so due to the credit union and any expense in or about the same, and your estate shall cease to have any further claim in respect

#### **ELECTRONIC FUNDS TRANSFER (EFT)**

Generally. You may, if you desire, request one or more of the electronic financial services offered. If you do so, you, the member and each guarantor or principal individually agree to be bound by the applicable terms and conditions set forth as well as any other required agreement for the use of various electronic services offered by the credit union and requested by you in connection with your accounts.